vocation offered by words of infamy or reproach. *Mawgridge's Case*, 17 Cobbett's St. Tr. 57. Words, which, in contradistinction to abusive epithets, are a mere vehicle to convey intelligence of the fact which actuates the crime, were not included in the original rule. So where the homicide of the husband is reduced by his having come upon his wife in the adulterous act, her confession of misconduct is recognized as having the same effect. See *Reg.* v. *Rothwell*, 12 Cox C. C. 145; *Rex* v. *Jones*, 72 J. P. 215. It is submitted that this should not be arbitrarily restricted to the case of a wife, but that where the killing immediately follows the discovery of a fiancée in such an act, or her confession of it, the jury should be permitted to find an absence of malice aforethought. The result which the court achieves can only be explained as a blind application of the rule of thumb that words in themselves are not sufficient provocation.

HUSBAND AND WIFE — RIGHTS AND LIABILITIES OF WIFE AS TO THIRD PARTIES — ALIENATION OF AFFECTION — NECESSITY OF MALICE. — The plaintiff's husband was induced to leave her, as a result of advice given to him by the defendant. The court below refused to instruct the jury that the wife need not prove malice on the part of the defendant in order to recover. *Held*, that the refusal was correct. *Geronimi* v. *Brunelle*, 102 N. E. 67 (Mass.).

Most jurisdictions now extend to a wife the protection which has always been afforded a husband in the analogous case, holding that she has a property right in the *consortium* of her spouse, for the deprivation of which she may bring suit under the married women's enabling acts. *Foot* v. *Card*, 58 Conn. 1, 18 Atl. 1027; *Warren* v. *Warren*, 89 Mich. 123, 50 N. W. 842. The intervention of the husband's voluntary act does not break the causation, for a result intended by the defendant cannot be considered remote. *Lumley* v. *Gye*, 2 E. & B. 216; *Angle* v. *Chicago, St. Paul, Minn., & Omaha Ry. Co.*, 151 U. S. 1. A *primâ facie* case thus having been made against him an affirmative justification is required of the defendant. *Mogul Steamship Co.* v. *McGregor*, 23 Q. B. D. 598; *Walker* v. *Cronin*, 107 Mass. 555. Such justification has been universally predicated upon the affection which binds a parent and child or upon the duties of a guardian to his ward. *Huling* v. *Huling*, 32 Ill. App. 519; *Tucker* v. *Tucker*, 74 Miss. 93, 19 So. 955. But in the principal case there is no relationship upon which such a justification can be based. A true analysis of cases of this character shows that malice or motive becomes important only where there is a justification to be negatived. *Williams* v. *Williams*, 20 Col. 51, 37 Pac. 614; *Gernerd* v. *Gernerd*, 185 Pa. 233. However, the principal case seems to stand for the novel proposition that good motive in itself justifies a *primâ facie* wrong, which has been repudiated in the analogous case of procuring the breach of a contractual right. *S. W. Miners' Federation* v. *Glamorgan Coal Co.*, L. R. (1905) A. C. 239. There seems to be no logical reason for distinguishing the two wrongs so as to make such a fundamental difference in the nature of the defenses allowed.

ILLEGAL CONTRACTS — CONTRACTS SUPPORTED BY AN ILLEGAL OR IMMORAL CONSIDERATION — CESSATION OF ILLICIT COHABITATION — The plaintiff, having lived in illicit cohabitation with the defendant, agreed under seal to pay over to him certain money. This seems to have been in return for the defendant's promise to marry her. The defendant refused to marry her, and the plaintiff seeks to have the agreement to pay the money cancelled. *Held*, that cancellation will not be decreed, the contract being void. *Pepperas* v. *Le Duc*, 24 O. W. R. 563, 4 O. W. N. 1208.

Where future illicit cohabitation is the consideration for a contract, such is void as against public policy. *Potter* v. *Gracie*, 58 Ala. 303. But a promise made during illicit cohabitation is not necessarily tainted. *McGuitty* v. *Wilhite*,

247 Mo. 163, 152 S. W. 598. However, past illicit cohabitation is not sufficient consideration to support a promise. *Binnington* v. *Wallis*, 4 B. & Ald. 650. Nor will the moral obligation arising from such be good consideration. *Eastwood* v. *Kenyon*, 11 A. & E. 438. But if supported by other good consideration, or under seal, such a contract is enforceable. *McGuitty* v. *Wilhite, supra*; *Brown* v. *Kinsey*, 81 N. C. 245. *A fortiori*, a promise made in consideration of the cessation of past illicit cohabitation is not void for illegality, there being nothing in such a promise contrary to public policy, but rather otherwise. A contract made to end these relations by marriage, as a matter of policy, should be even more favorably regarded by the law. *Hotchkins* v. *Hodge*, 38 Barb. (N. Y.) 117. Clearly such a contract is valid from the point of view of consideration since both sides agree to do something they are not bound to do. It is submitted, therefore, that the court erred in concluding that the agreement was void.

INJUNCTION — ACTS RESTRAINED — FORMER EMPLOYEE SOLICITING OLD CUSTOMERS FOR RIVAL. — The plaintiff laundry company employed the defendant as a collector and gave him lists of certain of its customers. The defendant agreed not to solicit these customers for any other concern. Later he left the plaintiff's employ and began to canvas the same customers for a rival laundry. *Held*, that the defendant will be enjoined from soliciting or receiving laundry from any of the above customers. *Empire Steam Laundry* v. *Lozier*, 130 Pac. 1180 (Cal.).

The court disregards the agent's contract with the plaintiff and grants the injunction on the broad ground of preventing a breach of fiduciary duty. In closely analogous cases injunctions were granted against disclosure of trade secrets, on that ground. *Morison* v. *Moat*, 9 Hare 241; *Peabody* v. *Norfolk*, 98 Mass. 452. True, some courts in these cases find an implied contract not to disclose, or argue that trade secrets are property rights which equity protects; but the first explanation is a mere fiction, and the "property right" is protected against violation by the fiduciary only. See 11 HARV. L. REV. 262. On the grounds of a fiduciary relationship, the disclosure of confidential communications by an attorney, or the use and publication of private codes by one other than the originator, have been enjoined. *Evitt* v. *Price*, 1 Sim. 483; *Simmons Hardware Co.* v. *Waibel*, 1 So. Dak. 488, 47 N. W. 814. *Contra*, *Reuter's Telegram Co.* v. *Byron*, 43 L. J. Ch. 661. Similarly the use of lists of customers may be enjoined. *Robb* v. *Green*, [1895] 2 Q. B. 1; *Stevens* v. *Stiles*, 29 R. I. 399, 71 Atl. 802. *Cf. Lamb* v. *Evans*, [1893] 1 Ch. D. 218. But the principal case not merely prohibits the use of the plaintiff's lists, but enjoins all soliciting of customers whose names appeared there. The question, however, is substantially the same whether the agent makes use of the lists themselves, or of knowledge which he has acquired from them. The test in either case should be whether the lists were given to the agent in a fiduciary capacity. This is a question to be determined from the facts of the particular case, and any breach of the duty so imposed should be restrained. *Witkop & Holmes Co.* v. *Boyce*, 64 Misc. (N. Y.) 374, 118 N. Y. Supp. 461; *Salomon* v. *Hertz*, 40 N. J. Eq. 400, 2 Atl. 379.

INJUNCTIONS — ACTS ENJOINED — SUIT IN FOREIGN JURISDICTION. — The plaintiff had brought an action against the defendant in New York. While this was still pending, the plaintiff brought another action against the defendant on the same cause of action in North Carolina, the defendant's domicile. The defendant seeks an injunction restraining the plaintiff from further prosecution of the New York suit, on the ground that an attachment had been wrongfully sued out in New York and that there had been no personal service on the defendant in that state. *Held*, that the injunction will not be granted. *Carpenter, Baggott & Co.* v. *Hanes*, 77 S. E. 1101 (N. C.).

Formerly the view prevailed that a court of equity would never enjoin the